

CABLE TELEVISION

RENEWAL LICENSE

GRANTED TO

COMCAST OF MASSACHUSETTS/VIRGINIA, INC.

OFFERING SERVICES AS COMCAST

THE BOARD OF SELECTMEN

TOWN OF WARE,

MASSACHUSETTS

February 1, 2014

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AGREEMENT

This Cable Television Renewal License entered into this February 1, 2014, by and between the Board of Selectmen of the Town of Ware, Massachusetts, as Issuing Authority for the grant of the cable television license(s) pursuant to M.G.L. c. 166A, and Comcast of Massachusetts/Virginia, Inc. ("Comcast" or "Licensee").

WITNESSETH

WHEREAS, the Issuing Authority of the Town of Ware, Massachusetts, pursuant to M.G.L. c. 166A, is authorized to grant one or more nonexclusive cable television licenses to construct, operate and maintain a Cable Television System within the Town of Ware; and

WHEREAS, the Issuing Authority conducted a public ascertainment hearing, pursuant to Section 626 of the Cable Act, on October 9, 2012, in order to (1) ascertain the future cable related community needs and interests of Ware, and (2) review the performance of Comcast during its then-current license term; and

WHEREAS, the Issuing Authority and Comcast did engage in good faith negotiations and did agree on terms and provisions for Comcast's continued operations and maintenance of its Cable Television System in the Town of Ware.

NOW THEREFORE, in consideration of the mutual covenants herein contained and intending to be legally bound, the parties agree as follows:

**ARTICLE 1
DEFINITIONS**

SECTION 1.1 - DEFINITIONS

For the purpose of this Renewal License, the following words, terms, phrases and their derivations shall have the meanings given herein, unless the context clearly requires a different meaning. The word "shall" is always mandatory and not merely directory.

(1) Access: The right or ability of any Ware resident and/or any Persons affiliated with a Ware institution to use designated facilities, equipment and/or channels of the Cable Television System, subject to the conditions and procedures established for such use.

(2) Access Channel: A video channel for the purpose of transmitting non-commercial PEG Access programming by members of the public, Town departments and agencies, public schools, educational, institutional and similar organizations consistent with the Cable Act and the terms hereof.

(3) Access Provider: The entity, which may, but need not be an Access Corporation, as may be designated by the Issuing Authority of the Town of Ware from time to time, for the purpose of operating and managing the use of public, educational and governmental access funding, equipment and channels on the Cable Television System, or any other or successor entity.

(4) Affiliate or Affiliated Person: When used in relation to any Person, means another Person who owns or controls, is owned or controlled by, or is under common ownership or control with, such Person.

(5) Basic Service: The most basic service tier which includes the retransmission of local television broadcast Signals and Public, Educational and Governmental Access Channels as defined by the Cable Act.

(6) CMR: The Code of Massachusetts Regulations.

(7) Cable Act: Public Law No. 98-549, 98 Stat. 2779 (1984) (the Cable Communications Policy Act of 1984), as amended by Public Law No. 102-385, 106 Stat. 1460 (1992) (the Cable Television Consumer Protection and Competition Act of 1992, and as further amended by Public Law No. 104-458, 110 Stat. 110 (1996)(the Telecommunications Act of 1996).

(8) Cable Service or Service: The one-way transmission to Subscribers of Video Programming or other Programming services, together with Subscriber interaction, if any, which is

required for the selection of such Video Programming or other Programming services, which the Licensee may make available to all Subscribers generally.

(9) Cable Division: The Cable Television Division of the Massachusetts Department of Telecommunications and Cable or successor agency.

(10) Cable System: A facility, consisting of a set of closed transmission paths and associated Signal generation, reception, and control equipment, that is designed to provide Cable Service which includes Video Programming and which is provided to multiple Subscribers within the Town.

(11) Commercial Subscriber: A commercial, non-residential Subscriber to Cable Service.

(12) Complaint: Any written or verbal contact with the Licensee in connection with a Service in which a Person expresses dissatisfaction with an act, omission, product or service that is (1) within the Licensee's control, and (2) requires a corrective measure on the part of the Licensee.

(13) Converter: Any device changing the frequency of a Signal. A Subscriber Converter may expand reception capacity and/or unscramble coded Signals distributed over the Cable System.

(14) Department of Public Works ("DPW"): The Department of Public Works of the Town of Ware, Massachusetts.

(15) Downstream Channel: A channel over which Signals travel from the Cable System Headend to an authorized recipient of Programming.

(16) Drop or Cable Drop: The coaxial cable that connects an Outlet to the Cable System.

(17) Effective Date of Renewal License (the "Effective Date"): February 1, 2014.

(18) FCC: The Federal Communications Commission, or any successor governmental agency thereto.

(19) Gross Annual Revenues: Revenues derived by the Licensee and/or its Affiliates calculated in accordance with Generally Accepted Accounting Principles ("GAAP"), from the operation of the Cable System for the provision of Cable Service(s) over the Cable System including, without limitation: the distribution of any Cable Service over the Cable System; Basic Service monthly fees; all other Service fees; installation, reconnection, downgrade, upgrade and any similar charges; interest collected on Subscriber fees and/or charges; fees paid on all Subscriber fees; all Commercial Subscriber revenues; fees paid for channels designated for commercial use; home-shopping revenues on a pro rata basis; Converter, remote control and other cable-related equipment rentals and/or leases or sales; and advertising revenues. In the event that an Affiliate and/or any other Person is responsible for advertising, advertising revenues shall be deemed to be the pro-rata portion

of advertising revenues, paid to the Cable System by an Affiliate or such other Person for said Affiliate's or other Person's use of the Cable System for the carriage of advertising. Gross Annual Revenues shall also include the gross revenues of any other Person which is derived directly or indirectly from or in connection with the operation of the Cable System to the extent that said revenue is derived, through a means which has the effect of avoiding payment of License Fees to the Town that would otherwise be paid herein. It is the intention of the parties hereto that Gross Annual Revenues shall only include such consideration of Affiliates and/or Persons relating to Signal carriage over the Cable System and not the gross revenues of any such Affiliate(s) and/or Person(s) itself, where unrelated to such Signal carriage. Gross Annual Revenues shall not include actual bad debt that is written off, consistent with Generally Accepted Accounting principles; provided, however, that all or any part of any such actual bad debt that is written off, but subsequently collected, shall be included in Gross Annual Revenues in the period so collected.

(20) Headend: The electronic control center of the Cable System containing equipment that receives, amplifies, filters and converts incoming Signals for distribution over the Cable System.

(21) Hub or Hub Site: A sub-Headend, generally located within a Cable System community, used either for the purpose of (i) Signal processing or switching, or (ii) placement of a fiber Node or transportation super trunk.

(22) Issuing Authority: The Board of Selectmen of the Town of Ware, Massachusetts.

(23) Leased Channel or Leased Access: A video channel, which the Licensee shall make available pursuant to Section 612 of the Cable Act.

(24) License Fee or Franchise Fee: The payments to be made by the Licensee to the Town of Ware and any other governmental subdivision or Access Provider, which shall have the meaning as set forth in applicable State and Federal laws.

(25) Licensee: Comcast of Massachusetts/Virginia, Inc., offering services as Comcast, or any successor or transferee in accordance with the terms and conditions in the Renewal License.

(26) Multichannel Video Programming Provider: A Person who or which makes available to residents in Ware multiple channels of Video Programming.

(27) Origination Capability or Origination Point: An activated cable and connection to an Upstream Channel, allowing a User(s) to transmit a Signal(s) upstream to a designated location.

(28) Outlet: An interior or exterior receptacle, generally mounted in a wall, that connects a Subscriber's or User's television set to the Cable System. An Outlet can contain connections to either the Subscriber Network and/or the I-Net for Users.

- (29) Pay Cable or Premium Services: Programming delivered for a fee or charge to Subscribers on a per-channel or group-of-channels basis.
- (30) Pay-Per-View: Programming delivered for a fee or charge to Subscribers on a per-program or per-event basis.
- (31) Pedestal: An environmental protection unit used in housing Cable Television System isolation units and/or distribution amplifiers.
- (32) PEG: The acronym for "public, educational and governmental," used in conjunction with Access Channels, support and facilities.
- (33) PEG Access Channels: Any channel(s) made available for the presentation of PEG Access Programming.
- (34) Person: Any Provider, Access Provider, partnership, limited partnership, association, trust, organization, other business entity, individual or group of individuals acting in concert.
- (35) Node: A remote point(s) in the Cable System connecting fiber-optic cable to the Trunk and Distribution System.
- (36) Prime Rate: The prime rate of interest at the Federal Reserve Bank.
- (37) Public Way or Street: The surface of, as well as the spaces above and below, any and all public streets, avenues, highways, boulevards, concourses, driveways, bridges, tunnels, bulkheads, piers, dedicated public utility easements, and public grounds and all other publicly owned real property within or belonging to the Town and subject to such publicly owned real property having compatible utility and/or telecommunication easements, now or hereafter existing. Reference herein to "Public Way" or "Street" shall not be construed to be a representation or guarantee by the Town that its property rights are sufficient to permit its use for any purpose, or that the Licensee shall gain or be permitted to exercise any rights to use property in the Town greater than those already possessed by the Town.
- (38) Renewal License: The non-exclusive Cable Television License granted to the Licensee by this instrument.
- (39) Scrambling/encoding: The electronic distortion of a Signal(s) in order to render it unintelligible or unreceivable without the use of a Converter or other decoding device.
- (40) Service: Any Basic Service, any Pay Cable Service, and/or any other Cable Service, which is offered to any Subscriber or User in conjunction with, or which is distributed over, the Cable System.
- (41) Signal: Any transmission of electromagnetic or optical energy, which carries Cable

Service from one location to another.

(42) State: The Commonwealth of Massachusetts.

(43) Subscriber: Any Person, firm, Provider or other entity, located in Ware, who or which elects to subscribe to, for any purpose, a Service provided by the Licensee by means of, or in connection with, the Cable Television System.

(44) Subscriber Network: The Cable System owned and operated by the Licensee, over which Signals can be transmitted to Subscribers.

(45) Town: The Town of Ware, Massachusetts.

(46) Town Counsel: The Town Counsel of the Town of Ware, Massachusetts.

(47) Trunk and Distribution System: That portion of the Cable System for the delivery of Signals, but not including Drop cables to Subscriber's residences.

(48) Upstream Channel: A channel over which Signals travel from an authorized location to the Cable System Headend or hub site.

(49) User: A Person utilizing the Cable Television System, including all related facilities for purposes of production and/or transmission of electronic or other Signals as opposed to utilization solely as a Subscriber.

(50) VCR: The acronym for video cassette recorder.

(51) Video Programming or Programming: Programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

**ARTICLE 2
GRANT OF RENEWAL LICENSE**

SECTION 2.1 - GRANT OF RENEWAL LICENSE

(a) Pursuant to the authority of Chapter 166A of the General Laws of the Commonwealth of Massachusetts, and subject to the terms and conditions set forth herein, the Board of Selectmen of the Town of Ware, Massachusetts, as the Issuing Authority of the Town, hereby grants a non-exclusive Cable Television Renewal License to the Licensee authorizing the Licensee to construct, install, operate and maintain a Cable Television System within the corporate limits of the Town of Ware.

(b) This Renewal License is subject to the terms and conditions contained in Chapter 166A of the laws of Massachusetts, as amended; the regulations of the FCC; the Cable Act; and all legally enforceable Town, State and federal statutes and by-laws of general application.

(c) Subject to the terms and conditions herein, the Issuing Authority hereby grants to the Licensee the right to construct, install, operate and maintain a Cable Television System in, under, over, along, across or upon the Streets, lanes, avenues, alleys, sidewalks, bridges, highways and other public places under the jurisdiction of the Town of Ware within the municipal boundaries and subsequent additions thereto, including property over, under or on which the Town has an easement or right-of-way, for the purpose of reception, transmission, collection, amplification, origination, distribution, and/or redistribution of Signals in accordance with the laws of the United States of America, the Commonwealth of Massachusetts and the Town of Ware. In exercising rights pursuant to this Renewal License, the Licensee shall not endanger or unreasonably interfere with the lives of Persons, with any installations of the Town, any public utility serving the Town or any other Persons permitted to use Public Ways and places.

(d) Grant of this Renewal License does not establish priority for use over other present or future permit holders or the Town's own use of Public Ways and places. Disputes between the Licensee and other parties regarding use of Public Ways and places shall be resolved in accordance with all applicable Federal, State, and legally enforceable local laws & regulations.

SECTION 2.2 - TERM OF RENEWAL LICENSE

The term of this Renewal License shall commence on February 1, 2014 and shall expire at midnight on January 31, 2024, unless sooner terminated as provided herein.

SECTION 2.3 - NON-EXCLUSIVITY OF RENEWAL LICENSE

(a) This Renewal License shall not affect the right of the Issuing Authority to grant to any other Person a license or right to occupy or use the Public Ways or streets, or portions thereof, for the construction, upgrade, installation, operation or maintenance of a Cable Television System within the Town of Ware; or the right of the Issuing Authority to permit the use of the Public Ways and places of the Town for any purpose(s) whatsoever. The Licensee hereby acknowledges the Issuing Authority's right to make such grants and permit such uses.

(b) The grant of any additional cable television license(s) shall not be on terms more favorable or less burdensome than those contained in this Renewal License. The grant of any additional cable television license(s) shall be at the sole discretion of the Issuing Authority.

(i) In the event that the Licensee believes that any additional cable television license(s) have been granted on terms and conditions more favorable or less burdensome than those contained in this Renewal License, the Licensee may request, in writing, that the Issuing Authority convene a public hearing on that issue. Along with said written request, the Licensee shall provide the Issuing Authority with written reasons for its belief. At the public hearing, the Issuing Authority shall afford the Licensee an opportunity to demonstrate that any such additional cable television license(s) are on terms more favorable or less burdensome than those contained in this Renewal License. The Licensee shall provide the Issuing Authority with such financial or other relevant information as is reasonably requested.

(ii) Should the Licensee demonstrate that any such additional cable television license(s) have been granted on terms and conditions more favorable or less burdensome than those contained in this Renewal License, the Issuing Authority shall consider and negotiate, in good faith, equitable amendments to this Renewal License.

(c) The issuance of additional license(s) shall be subject to applicable federal law(s), and M.G.L. Chapter 166A and applicable regulations promulgated thereunder.

(d) In the event that a Multichannel Video Programming Provider, which is not in any way an Affiliate of the Licensee and hereafter provides Programming to residents of the Town, and is not required by applicable law to be licensed by the Issuing Authority, and to the extent that the Licensee reports to the Issuing Authority, in writing, that the providing of such Programming of such Multichannel Video Programming Provider is having a substantial negative impact upon the financial viability of the Licensee's Cable System in the Town, the Licensee may request, in writing, that the Issuing Authority convene a public hearing on that issue.

(i) Along with said written request, the Licensee shall provide the Issuing Authority with a written basis and written reasons for its determination of such substantial negative impact. At the public hearing, the Issuing Authority shall afford the Licensee an opportunity to present the basis and the reasons for its determination. The Licensee shall provide the Issuing Authority with such financial and other relevant information as is reasonably requested, subject to Section 13.1 *infra*.

(ii) Should the Licensee demonstrate and the Issuing Authority reasonably find that the Programming of such Multichannel Video Programming Provider is having a substantial negative impact upon the financial viability of the Licensee's Cable System in the Town, the Issuing Authority shall consider and negotiate, in good faith, equitable amendments to this Renewal License.

SECTION 2.4 - POLICE AND REGULATORY POWERS

By executing the Renewal License, the Licensee acknowledges that its rights are subject to the powers of the Town to adopt and enforce general by-laws necessary to the safety and welfare of the public. The Licensee shall comply with all applicable and legally enforceable State and Town laws, by-laws, rules, and regulations provided such are of general applicability and not specific to the Licensee, the Cable System, or this License. Any conflict between the franchise and any current or future laws, by-laws, rules, and regulations shall be resolved in a court of competent jurisdiction or in another legally appropriate forum.

SECTION 2.5 - REMOVAL OR ABANDONMENT

Upon termination of this Renewal License, by passage of time or otherwise, the Licensee shall remove all of its supporting structures, poles, transmission and distribution systems, and other

appurtenances from the Public Ways and shall restore the areas to their original condition. If such removal is not complete within six (6) months of such termination, the Issuing Authority may deem any property not removed as having been abandoned.

SECTION 2.6 - TRANSFER OF THE RENEWAL LICENSE

(a) Subject to applicable law, neither this Renewal License, nor control thereof, shall be transferred, assigned or disposed of in any manner, voluntarily or involuntarily, directly or indirectly, or by transfer of control of any Person, company and/or other entity holding such Renewal License to any other Person, company and/or other entity, without the prior consent of the Issuing Authority, which consent shall not be arbitrarily or unreasonably withheld. Such consent shall be given only after a public hearing upon a written application therefor on forms as may be prescribed by the Cable Division and/or the FCC, however, in accordance with applicable law, the Issuing Authority may in its discretion not hold such hearing, in which case consent shall be deemed to have been given. An application for consent to a transfer or assignment, if required, shall be signed by the Licensee and by the proposed transferee or assignee or by their representatives, evidence of whose authority shall be submitted with the application.

(b) Subject to applicable law, in considering a request to transfer control of the Renewal License, the Issuing Authority may consider such factors as the transferee's financial capability, management experience, and technical expertise, legal ability to operate the Cable System under the existing license and any other criteria allowable under federal or state law.

(c) For purposes of this Section 2.6, the word "control" shall comply with the definition of such in 207 CMR 4.01, as may be amended from time to time. Pursuant to 207 CMR 4.01(2), a transfer or assignment of this Renewal License or control thereof between commonly controlled entities, between affiliated companies, or between parent and subsidiary corporations, shall not constitute a transfer or assignment of this Renewal License or control thereof under M.G.L. c. 166A, Section 7. For purposes of this Section 2.6(c) only, under 207 CMR 4.00, an "affiliated company" is any Person or entity that directly or indirectly, or through one or more intermediaries, controls, is controlled by, or is under common control with another Person or entity.

(d) The consent or approval of the Issuing Authority to any assignment or transfer of the Renewal License granted to the Licensee shall not constitute a waiver or release of the rights of the Town in and to the streets and Public Ways or any other rights of the Town under the Renewal

License, and any such transfer shall, by its terms, be expressly subordinate to the terms and conditions of the Renewal License.

(e) The Licensee shall promptly notify the Issuing Authority of any action requiring the consent of the Issuing Authority pursuant to this Section 2.6.

(f) The Licensee shall submit to the Issuing Authority an original and one (1) copy, unless otherwise required, of the application and FCC Form 394 requesting such transfer or assignment consent.

(g) Any proposed controlling or owning Person or transferee approved by the Issuing Authority shall be subject to all of the terms and conditions contained in the Renewal License.

SECTION 2.7 - EFFECT OF UNAUTHORIZED TRANSFER ACTION

(a) Any transfer of the Cable System without complying with Section 2.6 above shall be null and void, and shall be deemed a material breach of the Renewal License.

(b) If the Issuing Authority denies its consent to any such action and a transfer has nevertheless been effected, the Issuing Authority may revoke and terminate the Renewal License, unless such transfer is otherwise allowable by applicable law.

(c) The grant or waiver of any one or more of such consents shall not render unnecessary any subsequent consent or consents, nor shall the grant of any such consent constitute a waiver of any other rights of the Town.

**ARTICLE 3
CABLE SYSTEM DESIGN**

SECTION 3.1 - SUBSCRIBER NETWORK

(a) The Licensee shall continue to operate, maintain and make available to Subscribers in the Town its existing two-way minimum 750 MHz Subscriber Network.

(b) The Licensee shall transmit all of its Signals to Ware Subscribers in stereo, provided that such Signals are available and furnished to the Licensee in stereo.

SECTION 3.2 - PARENTAL CONTROL CAPABILITY

The Licensee shall provide, upon request, Subscribers with the capability to control the reception of any channels being received on their television sets, at a cost, if any, pursuant to applicable law(s).

SECTION 3.3 - EMERGENCY ALERT SYSTEM

The Subscriber Network shall comply with the FCC's Emergency Alert System ("EAS") regulations.

SECTION 3.4 - SYSTEM TECHNICAL SPECIFICATIONS

At all times throughout the Renewal License, the Licensee shall conform with all applicable FCC technical standards.

ARTICLE 4
CABLE SYSTEM LOCATION, LINE EXTENSION
AND OPERATIONAL STANDARDS

SECTION 4.1 - GENERAL POLICY

- (a) The Licensee shall make cable television service(s) available to all residents of the Town, subject to the provisions of this Article 4.
- (b) Installation charges shall be non-discriminatory. A standard aerial installation charge shall be established by the Licensee which shall apply to any residence located not more than two hundred feet (200') from the existing aerial Trunk and Distribution System and additions thereto.
- (c) Installation charges shall be consistent with federal and State regulations.

SECTION 4.2 - LINE EXTENSION POLICY

- (a) Subject to Section 4.1 above, the Cable Television System shall be extended, at the Licensee's sole cost and expense to any and all areas of the Town containing twenty (20) homes per aerial or thirty (30) per underground mile of cable plant or fractional proportion thereof as measured from the existing aerial Trunk and Distribution System and additions thereto. The Licensee shall apply for permits, if necessary, promptly. Said Service shall be made available and fully activated to requesting Subscribers no later than sixty (60) days after all necessary permits obtained and utility pole make-ready is completed.
- (b) The Cable Television System shall be further extended to all areas in the Town that do not meet the requirements of Section 4.2 above upon the request of the prospective Subscribers in such areas and based upon the following cost calculation: The cost of wiring such areas shall be calculated by taking the capital cost of extending such Service divided by the number of Subscribers in such area minus the costs of extending Service to the Subscriber in an area that meets the twenty (20) homes per aerial mile or thirty (30) per underground mile of cable plant and/or fractional proportion thereof density requirement as specified in subsection (a) above. The resulting cost shall equal the per Subscriber contribution relating to line extension of Cable Service in that particular area of the Town, or

$$\frac{C}{LE} - \frac{CA}{P} = SC$$

- * C equals the cost of construction of new plant from the termination of existing cable plant;
- * CA equals the average cost of construction per mile in the primary service area;
- * P equals the twenty (20) homes per linear mile of aerial plant and thirty (30) homes per linear mile in the case of underground plant;
- * SC equals the per Subscriber contribution in aid of construction in the line extension area; and
- * LE equals the number of dwelling units requesting service in the line extension area.

SECTION 4.3 - LINE EXTENSION PROCEDURES

Any potential Subscriber located in an area of the Town without Cable Service may request such Service from the Licensee. In areas meeting the requirements of Section 4.2 above, the Licensee shall extend Service to the area promptly, but in no case later than sixty (60) days after all necessary permits obtained and make-ready requirements are completed. The Licensee shall expeditiously seek all necessary permits. In those areas with less than twenty (20) Subscribers per aerial mile or thirty (30) per underground mile of cable plant as described in subsection (a) above, the Licensee, shall, within thirty (30) days following a request for Service, conduct a survey to determine the number of homes in the immediate area and shall inform each potential Subscriber of the possible contribution in aid of construction (see Section 4.2 (b) above) that will be charged. The Licensee shall apply for pole attachment agreements within thirty (30) days of receiving the contribution in aid of construction from all prospective Subscribers. Cable Television Service(s) shall be made available and fully activated to all requesting Subscribers who made a contribution in aid of construction within ninety (90) days of receipt of pole attachment agreements, subject to Force Majeure and the completion of utility pole make-ready.

SECTION 4.4 - LOCATION OF THE CABLE TELEVISION SYSTEM

The Licensee shall install, operate and maintain the Cable Television System within the Town of Ware. Poles, towers and other obstructions shall be erected so as not to interfere with vehicular or pedestrian traffic over Public Ways and places. The erection and location of all poles, towers and other obstructions shall be in accordance with all applicable and legally enforceable state and local laws and regulations.

SECTION 4.5 - UNDERGROUND FACILITIES

(a) In accordance with applicable laws, in the areas of the Town having telephone lines and electric utility lines underground, whether required by law or not, all of the Licensee's lines, cables and wires shall be underground.

(b) Underground cable lines shall be placed beneath the pavement subgrade in compliance with applicable Town by-laws, rules, regulations and/or standards. It is the policy of the Town that existing poles for electric and communication purposes be utilized wherever possible and that underground installation is preferable to the placement of additional poles.

SECTION 4.6 - TREE TRIMMING

In the installation of amplifiers, poles, other appliances or equipment and in stringing of cables and/or wires as authorized herein, the Licensee shall avoid all unnecessary damage and/or injury to any and all shade and ornamental trees in and along the streets, alleys, Public Ways and places, and private property in the Town. The Licensee shall be subject to M.G.L. Chapter 87 and shall comply with all rules established by the Issuing Authority, and/or its designee(s), in accordance with applicable law, during the term of the Renewal License.

SECTION 4.7 - RESTORATION TO PRIOR CONDITION

Whenever the Licensee takes up or disturbs any pavement, sidewalk or other improvement of any Public Way or public place, the same shall be replaced and the surface restored in as good condition as before entry as soon as practicable. If the Licensee fails to make such restoration within a reasonable time, the Issuing Authority may fix a reasonable time for such restoration and repairs and shall notify the Licensee in writing of the restoration and repairs required and the time fixed for performance thereof. Upon failure of the Licensee to comply within the specified time period, the Issuing Authority may cause proper restoration and repairs to be made and the reasonable expense of such work shall be paid by the Licensee upon demand by the Issuing Authority.

SECTION 4.8 - TEMPORARY RELOCATION

The Licensee shall temporarily raise or lower its wires or other equipment upon the reasonable written request of any Person, including without limitation, a Person holding a building

moving permit issued by the Town. Unless otherwise required or permitted by applicable law, the expense of such raising or lowering shall be paid by the Licensee. The Licensee shall be given reasonable notice necessary to maintain continuity of service.

SECTION 4.9 - DISCONNECTION AND RELOCATION

The Licensee shall, at its sole cost and expense, protect, support, temporarily disconnect, relocate in the same street or other Public Way and place, or remove from any street or any other Public Ways and places, any of its property as required by the Issuing Authority or its designee(s) by reason of traffic conditions, public safety, street construction, change or establishment of street grade, or the construction of any public improvement or structure by any Town department acting in a governmental capacity.

SECTION 4.10 - SAFETY STANDARDS

The Licensee shall construct, install, operate, maintain and remove the Cable Television System in conformance with Occupational Safety and Health Administration regulations, the Massachusetts Electrical Code, the National Electrical Code, the National Electrical Safety Code, the rules and regulations of the Cable Division and the FCC, all State and legally enforceable local laws, any other generally applicable and legally enforceable regulations, and all land use restrictions as the same exist or may be amended hereafter. Enforcement of such codes shall be by the appropriate regulatory authority.

SECTION 4.11 - PEDESTALS

In any cases in which Pedestals housing active and passive devices are to be utilized, in Town Public Ways or within the Town public lay-out, such equipment must be installed in accordance with applicable DPW regulations. Pedestals shall be flush at ground level, at Town-approved locations to be determined when the Licensee applies for a permit. All such equipment shall be shown on the Cable System maps submitted to the Town in accordance with Section 4.13 *infra*. If required by applicable regulations and/or local by-laws, abutters shall be notified of such new Pedestals and given an opportunity to comment prior to any approval by the Town.

SECTION 4.12 - PRIVATE PROPERTY

The Licensee shall promptly repair or replace all private property, to its previous condition, real and personal, damaged or destroyed as a result of the construction, upgrade, installation, operation or maintenance of the Cable Television System at its sole cost and expense.

SECTION 4.13 - CABLE SYSTEM MAPS

Upon written request, the Licensee shall file with the Issuing Authority or its designee strand maps of the Cable System plant by electronic means, if the Licensee has such capability. If changes are made in the Cable System, upon written request, the Licensee shall file updated strand maps, no later than sixty (60) days after any such request.

SECTION 4.14 - SERVICE INTERRUPTION

Except where there exists an emergency situation necessitating a more expeditious procedure, the Licensee may interrupt Service for the purpose of repairing or testing the Cable Television System only during periods of minimum use and, if practical, only after a minimum of forty-eight (48) hours notice to all affected Subscribers.

SECTION 4.15 - COMMERCIAL ESTABLISHMENTS

The Licensee shall be required to make Cable Service(s) available to any commercial establishments in the Town provided that said establishment(s) agrees to pay for installation and monthly subscription costs as established by the Licensee.

SECTION 4.16 - SERVICE OUTAGE NOTIFICATION

Upon written request, the Licensee shall provide a written explanation of any Service outages in the Town to the Issuing Authority or its designee(s).

SECTION 4.17 - DIG SAFE

The Licensee shall comply with all applicable "dig-safe" provisions, pursuant to M.G.L. Chapter 82, Section 40.

ARTICLE 5

SERVICES AND PROGRAMMING

SECTION 5.1 - BASIC SERVICE

The Licensee shall provide Basic Service to all Subscribers in the Town pursuant to applicable statute or regulation.

SECTION 5.2 - PROGRAMMING

(a) Pursuant to Section 624 of the Cable Act, the Licensee shall maintain the mix, quality and broad categories of Programming carried on the Cable System.

(b) Pursuant to the rules and regulations of the Cable Division, the Licensee shall provide the Issuing Authority and all Subscribers with notice of its intent to substantially change the Ware Programming line-up at least thirty (30) days before any such change is to take place.

SECTION 5.3 - LEASED CHANNELS FOR COMMERCIAL USE

Pursuant to Section 612 (b)(1)(B) of the Cable Act, the Licensee shall make available channel capacity for commercial use by Persons unaffiliated with the Licensee.

SECTION 5.4 - CONTINUITY OF SERVICE

It shall be the right of all Subscribers to receive Service insofar as their financial and other obligations to the Licensee are honored; provided, however, that the Licensee shall have no obligation to provide Service to any person who or which Licensee has reasonable basis to believe is using unauthorized converters. The Licensee shall ensure that all Subscribers receive continuous, uninterrupted Service, except for necessary Service interruptions. When necessary, non-routine Service interruptions can be anticipated, the Licensee shall notify Subscribers of such interruption(s) in advance.

SECTION 5.5 - FREE DROPS & MONTHLY SERVICE TO PUBLIC NON-SCHOOL BUILDINGS AND SCHOOLS

- (a) The Licensee shall provide, install and maintain one Subscriber Cable Drop and/or Outlet and its monthly Basic Service, or its equivalent at no cost, to all police and fire stations, public libraries, schools and other public buildings along its cable routes and any other public buildings and/or schools along its cable routes lawfully designated as a municipal building by the Issuing Authority now or in the future. The Licensee shall coordinate the location of each Drop and/or Outlet with each of the aforementioned institutions newly receiving Service. There shall be no costs to the Town, the Ware School Department (the "School Department") and/or any designated institution for the standard installation and provision of monthly Basic Cable Service and related maintenance.
- (b) The Licensee shall install any such Drop and/or Outlet within sixty (60) days of any such written request(s) from the Issuing Authority and/or the School Department, weather conditions permitting, at the Licensee's sole cost and expense. The exact locations of said Drops and/or Outlets shall be designated in advance by the Issuing Authority or its designee(s).
- (c) The Licensee shall discuss the location of each Drop and/or Outlet with the proper officials in each of the buildings and/or institutions entitled to such a Drop and/or Outlet, prior to any such installation.
- (d) There shall be no charges to the Issuing Authority, the School Department and/or the Town for the standard installation, standard maintenance, and/or standard repair of Drops and/or Outlet(s) to public buildings.
- (e) At the written request of the Issuing Authority or its designee, the Licensee shall provide the Issuing Authority technical information as reasonably needed for municipal and school buildings to make use of and reasonably connect to and use municipal and school drops and outlets as provided for herein.

ARTICLE 6
PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS SUPPORT

SECTION 6.1 - PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS

The Access Provider, as designated by the Issuing Authority, shall be responsible for the provision of public, educational and governmental ("PEG") Access Programming to Subscribers, pursuant to the provisions of this Article 6 herein.

SECTION 6.2 - ACCESS PROVIDER

The Access Provider shall provide services to PEG Access Users and the Town, as follows:

- (1) Schedule, operate and program the PEG Access Channels provided in accordance with Section 6.3 below and manage the studio, currently located at 18 North Street, Ware, MA for shared school and community use, subject to the terms and conditions herein;
- (2) Manage the annual funding, pursuant to Section 6.4 below;
- (3) Purchase and/or lease equipment, with the funds allocated for such purposes in Section 6.5 below;
- (4) Conduct training programs in the skills necessary to produce PEG Access Programming;
- (5) Provide technical assistance and production services to PEG Access Users, in accordance with available funding;
- (6) Establish rules, procedures and guidelines for use of the PEG Access Channels, but adoption of operating rules shall include a process of providing the Issuing Authority with an opportunity for consultation and, after the effective date of this Renewal License, adoption of such rules shall be subject to the consent of the Issuing Authority;
- (7) Provide publicity, fundraising, outreach, referral and other support services to PEG Access Users;
- (8) Assist Users in the production of Programming of interest to Subscribers and focusing on Town issues, events and activities; and

- (9) Accomplish such other lawful tasks as appropriate and necessary.

SECTION 6.3 - PEG ACCESS CHANNELS

(a) For the entire term of this Renewal License, the Licensee shall continue to make available to the Issuing Authority and/or the Access Provider two (2) Licensee owned full-time Downstream Channels on the residential network for PEG Access purposes. The licensee shall not charge the Town or Access Provider for use of these channels.

(b) Said PEG Access Channels shall be used to transmit PEG Access Programming to Subscribers without charge to the Issuing Authority, the Town, the Access Provider and shall be subject to the control and management of the Access Provider, as directed by the Issuing Authority.

(c) The Licensee shall not move or otherwise relocate the channel locations of the PEG Access Channels, without advance, written notice to the Issuing Authority and the Access Provider.

(d) Notwithstanding the Access Provider's responsibility for operation of the Public, Educational and Governmental Access Channels and its responsibilities as set forth in Section 6.2 above, the Issuing Authority reserves ultimate control over Government Access and Educational Access programming, subject to delegation of such control to the Access Provider as from time to time determined by the Issuing Authority in accordance with applicable law and the terms hereof.

SECTION 6.4 - ANNUAL SUPPORT FOR PEG ACCESS AND TOWN CABLE-RELATED PURPOSES

(a) The Licensee shall provide an annual payment to the Access Provider and to the Town, for PEG Access purposes and as set forth below, equal to four and three quarters percent (4.75%) of the Licensee's Gross Annual Revenues, as set forth below.

(b) Four and one-quarter percent (4.25%) of said annual payments shall be paid to the designated Access Provider for PEG Access purposes on March 15th of each year of this Renewal License and on or by March 15th for such amount due following the expiration of this Renewal License and shall be calculated based on the Gross Annual Revenues for the preceding 12 month calendar year (January-December).

(c) One half of one percent (0.5%) of Licensee's Gross Annual Revenues shall be payable to the Town for cable-related facilities and services purposes as determined by the Issuing Authority, payable on March 15th of each year of this Renewal License and on or by March 15th

for such amount due following the expiration of this renewal license and shall be calculated based on the Gross Annual Revenues for the preceding 12 month calendar year (January-December).

(d) The parties acknowledge that any annual payment to the Access Provider or to the Town due subsequent to the expiration of this License, shall be due as an obligation pursuant to this Renewal License.

(e) The Licensee shall file for each of the payments pursuant to paragraphs (a), (b) and/or (c) above a statement verified by an authorized representative of the Licensee documenting, in reasonable detail, the total of all Gross Annual Revenues of the Licensee during the preceding specified periods. If the Licensee's payments to the Access Provider were less than the required percentage for the reporting period, it shall pay any balance due to the Access Provider no later than its subsequent payment. Said statement shall list all of the general categories comprising Gross Annual Revenues.

(f) Consistent with Section 622(h) of the Cable Act, any Person, including a Leased Access User, who or which distributes any Service over the Cable System for which charges are assessed to Subscribers but not received by the Licensee, shall pay an amount equal to the percentages required by paragraphs (a) and/or (b) above of such Person's Gross Annual Revenues.

(g) In the event that the payments required herein are not tendered on or before the dates fixed herein, interest due on such payments shall accrue from the date due at the rate of two percent (2%) above the Prime Rate.

(h) The Issuing Authority acknowledges that under the Cable Act certain costs of Public, Educational and Governmental Access Programming and other Renewal Franchise requirements may be passed through to Subscribers in accordance with federal law.

SECTION 6.5 - CAPITAL-EQUIPMENT PAYMENTS

(a) The Licensee shall make capital payments to the Access Provider and Town in the amount of One Hundred Forty Thousand Dollars (\$140,000.00), for capital/equipment purposes as follows: Fourteen Thousand Dollars (\$14,000.00) shall be payable to the Town, for cable-related facilities, technology and related costs no later than one hundred and twenty (120) days from the effective date hereof, the expenditure of which shall be determined by the Issuing Authority; Seventy-Six Thousand Five Hundred Dollars (\$76,500.00) shall be payable to the Access Provider, for PEG Access and cable-related facilities, technology and related costs no later than ninety (90) days from the effective date hereof; and on the first through the ninth anniversary of

the Effective Date hereof, the Licensee shall pay to the Access Provider the amount of Five Thousand Five Hundred Dollars (\$5,500) for PEG Access and cable-related facilities, technology and related costs.

- (1) Under no circumstances shall said capital/equipment payments be counted against:
 - (i) the annual funding payable to the Access Provider pursuant to Section 6.4 above; and/or;
 - (ii) the License Fees payable to the Town pursuant to Section 7.1 *infra*; and/or;
 - (iii) any other fees or payments required by applicable law.

(b) In the event that the equipment and capital payments required herein are not tendered to the Access Provider and/or the Town on or before the dates fixed herein, interest due on such equipment payments shall accrue from the date due at the rate of two percent (2%) above the Prime Rate.

SECTION 6.6 - EQUIPMENT OWNERSHIP

The Issuing Authority and/or the Access Provider, as determined by the Issuing Authority, shall own all PEG Access equipment purchased with funding pursuant to Section 6.5 above and only for use in accordance herewith. The Licensee shall have no obligation to maintain, insure, replace or repair any such PEG Access equipment. The Access Provider shall maintain liability insurance for the equipment and studio space and shall name the Town and its Departments as additional insureds.

SECTION 6.7 - RECOMPUTATION

(a) Tender or acceptance of any payment shall not be construed as an accord that the amount paid is correct, nor shall such acceptance of payment be construed as a release of any claim that the Issuing Authority may have for additional sums including interest payable under this section. All amounts paid shall be subject to audit and recomputation by the Issuing Authority, which shall be based on the Licensee's fiscal year and shall occur in no event later than eighteen (18) months after the License Fees are tendered with respect to such fiscal year.

(b) If the Issuing Authority has reason to believe that any such payment(s) are incorrect, the Licensee shall have thirty (30) days after a written request from the Issuing Authority to provide the Town with additional information documenting and verifying the accuracy of any such payment(s). In the event that the Issuing Authority does not reasonably

believe that such documentation supports the accuracy of such payments, the Issuing Authority shall conduct an audit of such payment(s). If, after such audit and recomputation, an additional fee is owed to the Town, such fee shall be paid within forty-five (45) days after such audit and recomputation, and the Licensee shall contribute to the costs of such audit up to \$2,500.00. The interest of such additional fee shall be charged from the due date at the Prime Rate during the period that such additional amount is owed.

SECTION 6.8 - PEG ACCESS CHANNELS MAINTENANCE

The Licensee shall monitor the PEG Access Channels for technical quality and shall ensure that they are maintained at standards commensurate with those which apply to the Cable System's commercial channels. The Access Provider or the program producers shall be responsible for the production quality of PEG Access Programming.

SECTION 6.9 - PEG ACCESS CABLECASTING

(a) In order that the Town and/or the Access Provider can cablecast its Programming over the PEG Access Downstream Channels, all PEG Access Programming shall be modulated, then transmitted by access users from any location with Origination Capability to the Cable System Headend, on one of the I-Net Upstream Channels made available, without charge, to the Town and the Access Provider for their use. Locations with origination capability shall continue to include:

- (1) the Town Hall (Select Board meeting room);
- (2) the PEG access studio at 18 North Street;
- (3) the studio at Ware Jr/Senior High School at 237 West Street;
- (4) the football field at the High School; and
- (5) St. Mary's Church.

(b) Within twelve (12) months from the effective date of this Renewal License, origination capability shall be deployed by Licensee at:

- (1) the Senior Center at 1 Robbins Road; and
- (2) the Fire Department/public safety building at 200 West Street.

(c) The Licensee shall provide the Town and/or the Access Provider with the capability to ensure that said PEG Access Programming is properly switched at the Licensee's headend to the

appropriate Downstream Channel, in an efficient and timely manner. All programming switching at the studio and other origination points will be the responsibility of the designated access provider, subject to clause (d) below. At the Headend, said Access Programming shall be retransmitted in the downstream direction on one of the two (2) PEG Access Downstream Channels. The Licensee shall not charge the Town and/or the Access Provider for such switching responsibility. The Licensee and the Issuing Authority shall meet and engage in discussions to resolve any difficulties that arise regarding cablecasting of PEG Access Programming.

(d) The Licensee shall provide and maintain, at its sole cost and expense, all necessary Licensee Headend and/or Hub processing equipment in order to switch Upstream Signals from the Issuing Authority and/or the Access Provider to the designated Downstream Access Channel(s).

SECTION 6.10 - MISCELLANEOUS ACCESS MATTERS

The Licensee shall not engage in any program censorship or any other control of the content of the PEG Access Programming on the Cable System, except as otherwise required or permitted by applicable law.

ARTICLE 7 LICENSE FEES

SECTION 7.1 - LICENSE FEE PAYMENTS

(a) The Licensee shall pay to the Town, throughout the term of the Renewal License, an annual License Fee in the amount of fifty cents (\$.50) per Subscriber per year, or such different amount as may be permitted by applicable law(s). Said License Fee payment shall be made to the Town on March 15th of each year of the Renewal License, unless a different date is required by applicable law.

(b) The Licensee shall not be liable for a total franchise fee / license fee financial commitment pursuant to this Renewal License and applicable law in excess of five percent (5%) of its Gross Annual Revenues; provided, however, that said five percent (5%) shall not include the following: (i) any interest due herein to the Town because of late payments; (ii) the equipment payments payable to the Access Provider pursuant to Section 6.5 *supra*; and/or (iii) any payments related to any liquidated damages pursuant to Section 11.2 *infra*.

SECTION 7.2 - OTHER PAYMENT OBLIGATIONS AND EXCLUSIONS

The License Fee payments shall be in addition to and shall not constitute an offset or credit against any and all taxes or other fees or charges of general applicability which the Licensee and/or any Affiliated Person shall be required to pay to the Town, or to any State or federal agency or authority, as required herein or by law (specifically excluding annual support for PEG access payments); the payment of said taxes, fees or charges shall not constitute a credit or offset against the License Fee payments, all of which shall be separate and distinct obligations of the Licensee and each Affiliated Person. The Licensee herein agrees that no such taxes, fees or charges shall be used as offsets or credits against the License Fee payments, except as permitted by applicable law.

SECTION 7.3 - LATE PAYMENT

In the event that the License Fees herein required are not tendered on or before the dates fixed in Section 7.1 above, interest due on such fee shall accrue from the date due at the rate of two percent (2%) above the annual Prime Rate.

SECTION 7.4 - AFFILIATES USE OF SYSTEM

Use of the Cable System by Affiliates shall be in compliance with applicable State and/or federal laws, and shall not detract from Services provided to Ware.

SECTION 7.5 - METHOD OF PAYMENT

All License Fee payments by the Licensee to the Town pursuant to section 7.1(a) of this Renewal License shall be made payable to the Town and deposited with the Town Treasurer.

ARTICLE 8

RATES AND CHARGES

SECTION 8.1 - RATE REGULATION

The Issuing Authority reserves the right to regulate the Licensee's Basic Service rates and charges to the extent allowable under State and federal laws and recognizes no such right as of the execution date of this License.

SECTION 8.2 - NOTIFICATION OF RATES AND CHARGES

(a) In accordance with applicable laws and regulations, the Licensee shall file with the Issuing Authority schedules which shall describe all Services offered by the Licensee, all rates and charges of any kind, and all terms or conditions relating thereto.

(b) At the time of initial solicitation or installation of Service, the Licensee shall also provide each Subscriber with a detailed explanation of downgrade and upgrade policies and the manner in which Subscribers may terminate Cable Service. Subject to applicable law, Subscribers shall have at least thirty (30) days prior to the effective date of any rate increase to either downgrade Service or terminate Service altogether without any charge. Change of Service policies shall be in compliance with 207 CMR 10.00 *et seq.*, attached hereto as **Exhibit 1**.

SECTION 8.3 - PUBLICATION AND NON-DISCRIMINATION

All rates for Subscriber Services shall be published. All of the Licensee's rates, charges and pricing for Subscriber Services shall be non-discriminatory. A schedule of all rates shall be available upon request during business hours at the Licensee's business office. Nothing in the Renewal License shall be construed to prohibit the reduction or waiver of charges in conjunction with promotional campaigns for the purpose of attracting or maintaining Subscribers.

SECTION 8.4 - CREDIT FOR SERVICE INTERRUPTION

In the event that Service to any Subscriber is interrupted for twenty-four (24) or more consecutive hours, and Subscriber notifies the Licensee, or Licensee has actual notice the Licensee shall grant such Subscriber a pro rata credit or rebate in accordance with applicable law(s).

ARTICLE 9
INSURANCE AND BONDS

SECTION 9.1 - INSURANCE

(a) The Licensee shall carry insurance throughout the term of this Renewal License and any removal period, pursuant to M.G.L. Chapter 166A, §5(f), with the Town as an additional insured, indemnifying the Town and the Licensee from and against all claims for injury or damage to Persons or property, both real and personal, caused by the construction, installation, operation, maintenance and/or removal of the Cable Television System. The amount of such insurance against liability for damage to property shall be no less than One Million Dollars (\$1,000,000.00) as to any one occurrence. The amount of such insurance for liability for injury or death to any Person shall be no less than One Million Dollars (\$1,000,000.00). The amount of such insurance for excess liability shall be Five Million Dollars (\$5,000,000.00) in umbrella form.

(b) The Licensee shall carry insurance against all claims arising out of the operation of motor vehicles and general tort or contract liability in the amount of One Million Dollars (\$1,000,000.00).

(c) All insurance coverage, including Workers' Compensation, shall be maintained throughout the entire term of this Renewal License. All expenses incurred for said insurance shall be at the sole cost and expense of the Licensee.

(d) The following conditions shall apply to the insurance policies required herein:

(i) Such insurance shall commence no later than the Execution Date of this Renewal License.

(ii) Such insurance shall be primary with respect to any insurance maintained by the Town and shall not call on the Town's insurance for contributions.

(iii) Such insurance shall be obtained from brokers or carriers authorized to transact insurance business in the State.

SECTION 9.2 - PERFORMANCE BOND

(a) The Licensee shall submit and maintain throughout the term of the Renewal License, and any removal period thereto, a performance bond in the sum of Twenty-Five Thousand Dollars (\$25,000.00), running to the Town, with good and sufficient surety satisfactory to the Issuing

Authority and licensed to do business in the State, to guarantee the substantial compliance with the material terms of this license

(b) Said bond shall be a continuing obligation of the Renewal License, and thereafter until the Licensee has satisfied all of the provisions in paragraph (a) above.

(c) In the event that the Town recovers from said surety, the Licensee shall take immediate steps to reinstate the performance bond to the appropriate amount required herein. Neither this section, any bond accepted pursuant thereto, nor any damages recovered thereunder shall limit the liability of the Licensee under the Renewal License.

SECTION 9.3 - REPORTING

Upon written request, on an annual basis, the Licensee shall submit to the Issuing Authority, or its designee, copies of all current certificates regarding (i) all insurance policies as required herein and (ii) the performance bond as required herein.

SECTION 9.4 - INDEMNIFICATION

The Licensee shall indemnify and hold the Issuing Authority, the Town, its officials, boards, commissions, committees, agents and/or employees harmless at all times during the term of this Renewal License from any and all claims for injury or damage to persons or property, both real and personal, caused by the construction, installation, operation and/or maintenance of its Cable System and of any structure, equipment, wire or cable authorized or used pursuant to this Renewal License. Upon receipt of notice in writing from the Issuing Authority, the Licensee shall, at its own expense, defend personal injury and/or property damage that was caused by activities of the Licensee in the installation, operation and/or maintenance of the Cable System. The Issuing Authority shall give the Licensee timely written notice of its obligation to indemnify and defend the Issuing Authority of receipt of a claim or action pursuant to this section.

SECTION 9.5 - NOTICE OF CANCELLATION OR REDUCTION OF COVERAGE

The insurance policies and performance bond required herein shall each contain an explicit endorsement stating that such insurance policies and performance bond are intended to cover the

liability assumed by the Licensee under the terms of the Renewal License and shall contain the following endorsement:

It is hereby understood and agreed that this policy (or bond) shall not be cancelled, materially changed or the amount of coverage thereof reduced until thirty (30) days after receipt by the Issuing Authority by certified mail of one (1) copy of a written notice of such intent to cancel, materially change or reduce the coverage required herein.

**ARTICLE 10
ADMINISTRATION AND REGULATION**

SECTION 10.1 - REGULATORY AUTHORITY

The Issuing Authority and/or its designee shall be responsible for the day to day regulation of the Cable Television System. The Issuing Authority and/or its designee shall monitor and enforce the Licensee's compliance with the terms and conditions of this Renewal License. The Issuing Authority shall notify the Licensee in writing of any instance of non-compliance pursuant to Section 11.1 *infra*.

SECTION 10.2 - PERFORMANCE EVALUATION HEARINGS

(a) The Issuing Authority and/or its designees may hold a performance evaluation hearing every year within sixty (60) days of the Effective Date of this Renewal License. All such evaluation hearings shall be open to the public. The purpose of said evaluation hearing shall be to, among other things, (i) review the Licensee's compliance with the terms and conditions of this Renewal License, with emphasis on PEG Access Channels, facilities and support; customer service and Complaint response; and (ii) hear comments, suggestions and/or Complaints from the public.

(b) The Issuing Authority and/or its designees shall have the right to question the Licensee on any aspect of the Renewal License including, but not limited to, the maintenance, operation and/or removal of the Cable Television System. During review and evaluation by the Issuing Authority, the Licensee shall fully cooperate with the Issuing Authority and/or its designee(s), and produce such documents or other materials relevant to such review and evaluation as are reasonably requested from the Town. Any Subscriber or other Person may submit comments during such review hearing, either orally or in writing, and such comments shall be duly considered by the Issuing Authority.

(c) Within sixty (60) days after the conclusion of such review hearing(s), the Issuing Authority and/or its designee(s) shall issue a written report with respect to compliance, and send one (1) copy to the Licensee and file one (1) copy with the Town Clerk's Office. If non-compliance is found, the Licensee shall respond and propose a plan for implementing any changes or improvements necessary, pursuant to Section 11.1 *infra*.

SECTION 10.3 - NONDISCRIMINATION

The Licensee shall not unlawfully discriminate against any Person in its solicitation, service or access activities.

SECTION 10.4 - EMERGENCY REMOVAL OF PLANT

If, at any time, in case of fire or disaster in the Town, it shall become necessary in the reasonable judgment of the Issuing Authority or any designee(s), to cut or move any of the wires, cables, amplifiers, appliances or appurtenances of the Cable Television System, the Town shall have the right to do so at the sole cost and expense of the Licensee. In such event, the Licensee shall reimburse the Issuing Authority the cost and expense of such emergency removal within thirty (30) days of submission of a bill thereof.

SECTION 10.5 - REMOVAL AND RELOCATION

The Issuing Authority shall have the power at any time to order and require the Licensee to remove or relocate any pole, wire, cable or other structure owned by the Licensee that is dangerous to life or property. In the event that the Licensee, after notice, fails or refuses to act within a reasonable time, the Issuing Authority shall have the power to remove or relocate the same at the sole cost and expense of the Licensee.

SECTION 10.6 - INSPECTION

The Issuing Authority or its designee(s) shall have the right to inspect the plant, equipment or other property of the Licensee in the Town at reasonable times and under reasonable circumstances; provided, however, that such inspections are reasonable and do not interfere with the operation or the performance of the facilities of the Cable System, and that such inspections are conducted after reasonable written notice to the Licensee. The Licensee shall be entitled to have a representative present during such inspections. The Licensee shall fully cooperate in these activities.

SECTION 10.7 - JURISDICTION

Jurisdiction and venue over any dispute, action or suit related to this Renewal License shall be in any court of appropriate venue and subject matter jurisdiction located in the Commonwealth of

Massachusetts and the parties by this instrument subject themselves to the personal jurisdiction of said court for the entry of any such judgment and for the resolution of any dispute, action, or suit.

ARTICLE 11
DETERMINATION OF BREACH-LIQUIDATED DAMAGES-LICENSE REVOCATION

SECTION 11.1 - DETERMINATION OF BREACH

(a) In the event that the Issuing Authority has reason to believe that the Licensee has defaulted in the performance of any or several provisions of the Renewal License, except as excused by Force Majeure, the Issuing Authority shall notify the Licensee in writing, by certified mail, of the provision or provisions which the Issuing Authority believes may have been in default and the details relating thereto. The Licensee shall have thirty (30) days from the receipt of such notice to:

- (i) respond to the Issuing Authority in writing, contesting the Issuing Authority's assertion of default and providing such information or documentation as may be necessary to support the Licensee's position; or
- (ii) cure any such default (and provide written evidence of the same), or, in the event that by nature of the default, such default cannot be cured within such thirty (30) day period, to take reasonable steps to cure said default and diligently continue such efforts until said default is cured. The Licensee shall report to the Issuing Authority, in writing, by certified mail, at fourteen (14) day intervals as to the Licensee's efforts, indicating the steps taken by the Licensee to cure said default and reporting the Licensee's progress until such default is cured.

(b) In the event that the Licensee fails to respond to such notice of default and to cure the default or to take reasonable steps to cure the default within the required thirty (30) day period, the Issuing Authority or its designee shall promptly schedule a public hearing no sooner than fourteen (14) days after written notice, by certified mail, to the Licensee. The Licensee shall be provided reasonable opportunity to offer evidence and be heard at such public hearing.

(c) Within thirty (30) days after said public hearing, the Issuing Authority shall determine whether or not the Licensee is in default of any provision of the Renewal License. In the event that the Issuing Authority, after such hearing, determines that the Licensee is in such default, the Issuing Authority may determine to pursue any of the following remedies:

- (i) assess liquidated damages in accordance with Section 11.2 below;
- (ii) seek specific performance of any provision in this Renewal License which reasonably lends itself to such remedy as an alternative to damages;
- (iii) commence an action at law for monetary damages;

- (iv) foreclose on all or any appropriate part of the security provided pursuant to Section 9.2 herein;
- (v) declare the Renewal License to be revoked subject to Section 11.3 below and applicable law;
- (vi) invoke any other lawful remedy available to the Town.

SECTION 11.2 - LIQUIDATED DAMAGES

(a) For the violation of any of the following provisions of this Renewal License, liquidated damages shall be assessed by the Issuing Authority, payable by the Licensee, subject to Section 11.1 above. Any such liquidated damages shall be assessed as of the date that the Licensee received written notice, by certified mail, of the provision or provisions which the Issuing Authority believes are in default, provided that the Issuing Authority made a determination of default pursuant to Section 11.1 above.

- (1) For failure to obtain the advance, written approval of the Issuing Authority for any transfer of the Renewal License in accordance with Section 2.6 herein, Three Hundred Dollars (\$300.00) per day, for each day that any such non-compliance continues.
- (2) For failure to comply with the PEG Access payment requirements in accordance with Article 6 herein, One Hundred Fifty Dollars (\$150.00) per day, for each day that any such non-compliance continues.
- (3) For failure to comply with the FCC's Customer Service Obligations in accordance with Section 12.4 *infra*, and Exhibit 2 attached hereto, One Hundred Dollars (\$100.00) per day that any such non-compliance continues.
- (4) For failure to provide, install and/or fully activate the Subscriber Network Drops and/or Outlets in accordance with Section 5.5 herein and the terms hereof, Fifty Dollars (\$50.00) per day that any of such Drops and/or Outlets are not provided, installed and/or activated as required.
- (5) For failure to submit reports, pursuant to Article 13 herein, Fifty Dollars (\$50.00) per day per report, that each and any of said reports are not submitted as required.

(b) Such liquidated damages shall not be a limitation upon, any other provisions of this Renewal License and applicable law, including revocation, or any other statutorily or judicially imposed penalties or remedies.

(c) Each of the above-mentioned cases of non-compliance shall result in damage to the Town, its residents, businesses and institutions, compensation for which will be difficult to ascertain. The Licensee agrees that the liquidated damages in the amounts set forth above are fair and reasonable compensation for such damage. The Licensee agrees that said foregoing amounts are liquidated damages, not a penalty or forfeiture, and are within one or more exclusions to the term "franchise fee" provided by Section 622(g)(2)(A)-(D) of the Cable Act.

SECTION 11.3 - REVOCATION OF THE RENEWAL LICENSE

To the extent permitted by applicable law, in the event that the Licensee fails to comply with any material provision of the Renewal License, the Issuing Authority may revoke the Renewal License granted herein.

SECTION 11.4 - TERMINATION

The termination of this Renewal License shall become effective, and the Licensee's rights herein shall terminate, upon the earliest to occur of: (i) the revocation of the Renewal License by action of the Issuing Authority, pursuant to Section 11.1 and 11.3 above; (ii) the expiration of the term of this Renewal License. In the event of any termination, the Town shall have all of the post-termination rights provided in accordance with applicable law.

SECTION 11.5 - NOTICE TO TOWN OF LEGAL ACTION

In the event that the Town or Licensee has reason to believe that the other party has acted, or has failed to act, in such a manner as to give rise to a claim, in law or equity, against the other party, and either the Town or the Licensee intends to take legal action, said party shall (i) give the other party at least forty-five (45) days notice, unless, in good faith, time and events do not allow for such a period, that an action will be filed, (ii) meet with the other party before filing any such action, and (iii) negotiate the issue, which is the subject of any proposed legal action, in good faith with the other party.

SECTION 11.6 - NON-EXCLUSIVITY OF REMEDY

No decision by the Issuing Authority or the Town to invoke any remedy under the Renewal

License or under any statute, law or by-law shall preclude the availability of any other such remedy.

SECTION 11.7 - NO WAIVER-CUMULATIVE REMEDIES

(a) No failure on the part of the Issuing Authority or the Town to exercise, and no delay in exercising, any right in the Renewal License shall operate as a waiver thereof, nor shall any single or partial exercise of any such right preclude any other right, all subject to the conditions and limitations contained in the Renewal License.

(b) The rights and remedies provided herein are cumulative and not exclusive of any remedies provided by law, and nothing contained in the Renewal License shall impair any of the rights of the Town under applicable law, subject in each case to the terms and conditions in the Renewal License.

(c) No waiver of, nor failure to exercise any right or remedy by the Issuing Authority or the Town at any one time shall affect the exercise of such right or remedy or any other right or remedy by the Town at any other time. In order for any waiver of the Town to be effective, it shall be in writing. The failure of the Issuing Authority or the Town to take any action in the event of any breach by the Licensee shall not be deemed or construed to constitute a waiver of or otherwise affect the right of the Issuing Authority or the Town to take any action permitted by the Renewal License at any other time in the event that such breach has not been cured, or with respect to any other breach by the Licensee.

ARTICLE 12
SUBSCRIBER RIGHTS AND CONSUMER PROTECTION

SECTION 12.1 - CUSTOMER SERVICE

The Licensee shall comply with the FCC's Customer Service Obligations, codified at 47 U.S.C. Section 76.309, as may be amended from time to time which current standards are attached hereto, and made a part hereof, as *Exhibit 2*.

SECTION 12.2 - TELEPHONE ACCESS

(a) The Licensee shall maintain sufficient customer service representatives to handle all Subscriber calls during Normal Business Hours.

(b) The Licensee's main customer service office(s) shall have a publicly listed telephone connection for Ware Subscribers.

(c) Pursuant to 47 C.F.R. §76.309(c)(1)(B), under Normal Operating Conditions, as defined, telephone answer time by a customer service representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. Said standards shall be met no less than ninety percent (90%) of the time under Normal Operating Conditions, as defined at 47 C.F.R. §76.309, as amended measured on a quarterly basis.

(d) A Subscriber shall receive a busy signal less than three percent (3%) of the time, measured on a quarterly basis, under Normal Operating Conditions.

(e) The Licensee shall not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless an historical record of complaints indicates a clear failure to comply.

SECTION 12.3 - CUSTOMER SERVICE CALL CENTERS

(a) The Licensee shall maintain and operate customer service call centers twenty-four (24) hours a day, seven (7) days a week, including holidays. The Licensee reserves the right to modify its business operations with regard to such customer service call centers. The Licensee shall comply with all State and federal requirements pertaining to the hours of operation of such customer service call centers.

(b) In the event that the Licensee does not maintain and operate its customer service call centers twenty-four (24) hours a day, seven (7) days a week, the Licensee shall maintain a telephone answering service to handle Subscriber inquiries, Complaints and emergencies, and provide proper referral regarding billing and other subscriber information. All such after-hours calls shall be logged by the Licensee. Said answering service shall (i) forward all inquiries and/or Complaints to the Licensee the morning of the next business day and (ii) inform each Subscriber calling that his or her Complaint will be referred to the Licensee's Customer Service Department for response. If requested, or reasonably warranted by the reported nature of the Subscriber's problem or inquiry, the Licensee shall promptly contact each individual Subscriber to follow-up on their individual problem and/or inquiry.

SECTION 12.4 - INSTALLATION VISITS-SERVICE CALLS-RESPONSE TIME

(a) The Licensee shall respond to all requests for aerial standard installation(s) within seven (7) working days of such request, or at such other time as is mutually agreed-upon by the Licensee and said Subscriber. Underground installation shall be completed as expeditiously as practicable. If arranging appointments for installation, the Licensee shall specify in advance whether such will occur in the morning or afternoon, or a narrow interval, if possible, and the Licensee shall make reasonable efforts to install at times convenient to Subscribers (including times other than 9:00 a.m. to 5:00 p.m. weekdays).

(b) A Subscriber complaint or request for service received after Normal Business Hours shall be responded to the next business day.

(c) The Licensee shall ensure that there are stand-by technicians on-call at all times after Normal Business Hours.

(d) System outages shall be responded to immediately, twenty-four (24) hours a day by technical personnel. For purposes of this section, an outage shall be considered to occur when three (3) or more calls are received from any one neighborhood, concerning such an outage, or when the Licensee has reason to know of such an outage.

(e) The Licensee shall remove all Subscriber Drop Cables, within fourteen (14) working days of receiving a request from a Subscriber to do so.

SECTION 12.5 - BUSINESS PRACTICE STANDARDS

The Licensee shall provide the Issuing Authority, the Commission and all of its Subscribers with the following information in accordance with 207 CMR 10.00 *et seq.*, attached hereto as **Exhibit I** and made a part hereof, as the same may exist or as may be amended from time to time:

- (i) Notification of its Billing Practices;
- (ii) Notification of Services, Rates and Charges;
- (iii) Equipment Notification;
- (iv) Form of Bill;
- (v) Advance Billing, Issuance of Bills;
- (vi) Billing Due Dates, Delinquency, Late Charges and Termination of Service;
- (vii) Charges for Disconnection or Downgrading of Service;
- (viii) Billing Disputes; and
- (ix) Security Deposits

SECTION 12.6 - COMPLAINT RESOLUTION PROCEDURES

- (a) The Licensee shall establish a procedure for resolution of Complaints by Subscribers.
- (b) Upon reasonable notice, the Licensee shall expeditiously investigate and resolve all Complaints regarding the quality of Service, equipment malfunctions and similar matters. In the event that a Subscriber is aggrieved, the Issuing Authority or its designee(s) shall be responsible for receiving and acting upon such Subscriber Complaints/inquiries, as follows:

- (i) Upon the written request of the Issuing Authority or its designee(s), and subject to applicable privacy laws, the Licensee shall, within ten (10) business days after receiving such request, send a written report to the Issuing Authority with respect to any Complaint. Such report shall provide a full explanation of the investigation, finding and corrective steps taken by the Licensee.
- (ii) Should a Subscriber have an unresolved Complaint regarding cable television operations, the Subscriber shall be entitled to file his or her Complaint with the Issuing Authority or its designee(s), who shall have primary responsibility for the continuing administration of the Renewal License and the implementation of Complaint procedures. Thereafter, if the Subscriber wishes to participate in further processing of the Complaint, the Subscriber shall meet jointly in Ware with the

Issuing Authority or its designee(s) and a representative of the Licensee, within thirty (30) days of the Subscriber's filing of his or her Complaint, in order to fully discuss and attempt to resolve such matter.

(c) Notwithstanding the foregoing, if the Issuing Authority or its designee(s) determines it to be in the public interest, the Issuing Authority or its designee(s) may investigate any Complaints or disputes brought by Subscribers arising from the operations of the Licensee.

(d) In the event that the Issuing Authority or its designee(s) finds a pattern of multiple unresolved Subscriber Complaints, the Issuing Authority or its designee(s) and the Licensee shall discuss, in good faith, possible amendments to the Licensee's procedures for the resolution of Complaints.

SECTION 12.7 - REMOTE CONTROL DEVICES

The Licensee shall allow its Subscribers to purchase, from legal and authorized parties other than the Licensee, own, utilize and program remote control devices which are compatible with the Converter(s) provided by the Licensee. The Licensee takes no responsibility for changes in its equipment which might make inoperable the remote control devices acquired by Subscribers.

SECTION 12.8 - LOSS OF SERVICE-SIGNAL QUALITY

The Licensee shall comply with all applicable FCC statutes, regulations and standards relating to quality of the Signals transmitted over the Cable System.

SECTION 12.9 - EMPLOYEE IDENTIFICATION CARDS

All of the Licensee's employees entering, or seeking entrance, upon private property, in connection with the construction, installation, maintenance and/or operation of the Cable System, including repair and sales personnel, shall be required to wear an employee identification card issued by the Licensee and bearing a picture of said employee.

SECTION 12.10 - PROTECTION OF SUBSCRIBER PRIVACY

(a) The Licensee shall respect the rights of privacy of every Subscriber and/or User of the Cable Television System and shall not violate such rights through the use of any device or Signal associated with the Cable Television System, and as hereafter provided.

(b) The Licensee shall comply with all privacy provisions contained in Article 12 and all other applicable federal and State laws including, but not limited to, the provisions of Section 631 of the Cable Act.

(c) The Licensee shall be responsible for carrying out and enforcing the Cable System's privacy policy, and shall at all times maintain adequate physical, technical and administrative security safeguards to ensure that personal subscriber information is handled and protected strictly in accordance with the policy.

SECTION 12.11 - PRIVACY WRITTEN NOTICE

(a) Subject to applicable law, at the time of entering into an agreement to provide any Cable Service to a Subscriber, and annually thereafter to all Cable System Subscribers, the Licensee shall provide Subscribers with written notice, as required by Section 631(a)(1) of the Cable Act, which, at a minimum, clearly and conspicuously explains the Licensee's practices regarding the collection, retention, uses, and dissemination of personal subscriber information, and describing the Licensee's policy for the protection of subscriber privacy.

(b) The Licensee shall not record or retain any information transmitted between a Subscriber or User and any third party, except as required for lawful business purposes. Pursuant to Section 631(e) of the Cable Act, the Licensee shall destroy personally identifiable information if the information is no longer necessary for the purpose for which it was collected and there are no pending requests or orders for access to such information pursuant to a request from a Subscriber or pursuant to a court order.

SECTION 12.12 - DISTRIBUTION OF SUBSCRIBER INFORMATION

(1) Except as provided in Paragraph (2) below or in accordance with and subject to applicable law, the Licensee shall not disclose personally identifiable information concerning any Subscriber without the prior written or electronic consent of the Subscriber concerned and shall

take such actions as are necessary to prevent unauthorized access to such information by a Person other than the Subscriber or the Licensee.

- (2) The Licensee may disclose such information if the disclosure is--
 - (A) necessary to render, or conduct a legitimate business activity related to, a Cable Service or other service provided by the Licensee to the Subscriber;
 - (B) subject to subsection (h) of 47 USC 551, made pursuant to a court order authorizing such disclosure, if the Subscriber is notified of such order by the Person to whom the order is directed; or
 - (C) a disclosure of the names and addresses of Subscribers to any Cable Service or other service, if:
 - (i) the Licensee has provided the Subscriber the opportunity to prohibit or limit such disclosure, and
 - (ii) the disclosure does not reveal, directly or indirectly, the:
 - (I) extent of any viewing or other use by the Subscriber of a Cable Service or other service provided by the Licensee, or
 - (II) the nature of any transaction made by the Subscriber over the Cable System.
 - (D) to a government entity as authorized in accordance with applicable law.

SECTION 12.13 - INFORMATION WITH RESPECT TO VIEWING HABITS AND SUBSCRIPTION DECISIONS

Except as permitted by Section 631 of the Cable Act and in accordance with applicable law, neither the Licensee nor its agents nor its employees shall make available to any third party, including the Town, information concerning the viewing habits or subscription package decisions of any individual Subscriber.

SECTION 12.14 - SUBSCRIBER'S RIGHT TO INSPECT AND VERIFY INFORMATION

In accordance with applicable law, a Subscriber shall be provided access to all personally identifiable information regarding that Subscriber which is collected and maintained by the Licensee. Such information shall be made available to the Subscriber at reasonable times and at a

convenient place designated by the Licensee. A Subscriber shall be provided reasonable opportunity to correct any error in such information.

SECTION 12.15 - PRIVACY STANDARDS REVIEW

The Issuing Authority and the Licensee shall continually review Article 12 to determine that it effectively addresses appropriate concerns about privacy.

ARTICLE 13
REPORTS, AUDITS AND PERFORMANCE TESTS

SECTION 13.1 - GENERAL

(a) Upon request of the Issuing Authority, the Licensee shall promptly submit to the Town any information in such form and containing such information as may be reasonably requested by the Issuing Authority, which may be reasonably required to establish the Licensee's compliance with its obligations pursuant to the Renewal License.

(b) If the Licensee believes that the documentation requested by the Issuing Authority involves proprietary information, then the Licensee shall submit the information to its counsel, who shall confer with the Town Counsel for a determination of the validity of the Licensee's claim of a proprietary interest. In the event of a disagreement, the parties shall submit the matter to the appropriate appellate entity.

SECTION 13.2 - FINANCIAL REPORTS

(a) Upon written request, no later than one hundred twenty (120) days after the end of the Licensee's fiscal year, the Licensee shall furnish the Issuing Authority and/or its designee(s) with Cable Division Forms 200 showing a balance sheet sworn to by the Licensee's Financial Representative, in accordance with applicable law. Said forms shall contain such financial information as required by applicable law.

(b) The Licensee shall provide any other reports required by State and/or federal law upon written request.

SECTION 13.3 - CABLE SYSTEM SUBSCRIBER NUMBERS REPORT

Pursuant to applicable law, Licensee shall file annually with the Issuing Authority a summary of the number of Basic Service Subscribers.

SECTION 13.4 - IN-HOUSE TELEPHONE REPORTS

To establish the Licensee's compliance with the requirements of Sections 12.2 and 12.5 of this Renewal License, the Licensee shall provide, upon written request of the Issuing Authority,

with a report of telephone traffic, generated from an in-house automated call accounting or call tracking system, not more than once per year unless a finding of non-compliance has been shown.

SECTION 13.5 - SUBSCRIBER COMPLAINT REPORT

In accordance with the regulations of the Cable Division, the Licensee shall submit a completed copy of Cable Division Form 500 (See *Exhibit 3*) to the Issuing Authority, or its designee(s), as required by the Cable Division. The Licensee shall record all written and verbal Complaints of its Subscribers on said Form 500.

SECTION 13.6 - INDIVIDUAL COMPLAINT REPORTS

Subject to Sections 12.7 and 12.14(1) *supra*, the Licensee shall, within ten (10) business days after receiving a written request from the Town, send a written report to the Issuing Authority with respect to any Complaint. Such report shall provide a full explanation of the investigation, finding(s) and corrective steps taken, as allowed by applicable law.

SECTION 13.7 - SEMI-ANNUAL PERFORMANCE TESTS

Upon request, the Licensee shall provide copies of performance tests to the Issuing Authority in accordance with applicable FCC regulations, at 47 C.F.R. §76.601 *et seq.*

SECTION 13.8 - QUALITY OF SERVICE

Where there exists evidence which, in the reasonable judgment of the Issuing Authority, casts doubt upon the reliability or technical quality of Cable Service(s), the Issuing Authority shall cite specific facts which casts such doubt(s), in a notice to the Licensee. The Licensee shall submit a written report to the Issuing Authority, within thirty (30) days of receipt of any such notice from the Issuing Authority, setting forth in detail its explanation of the problem(s).

SECTION 13.9 - DUAL FILINGS

Upon written request, the Licensee shall make available to the Town, at the Licensee's expense, copies of any petitions or written communications with any State or federal agency or

commission pertaining to any material aspect of the Cable System operation hereunder and subject to Section 13.1 *supra*.

SECTION 13.10 - ADDITIONAL INFORMATION

At any time during the term of the Renewal License, upon the reasonable request of the Issuing Authority, the Licensee shall not unreasonably deny any requests for further information which may be required to establish the Licensee's compliance with its obligations pursuant to the Renewal License and subject to Section 13.1 *supra*.

SECTION 13.11 - INVESTIGATION

Subject to applicable law and regulation, the Licensee and any Affiliated Person(s) shall cooperate fully and faithfully with any lawful investigation, audit or inquiry conducted by a Town governmental agency, provided, however, that any such investigation, audit, or inquiry is for the purpose of establishing the Licensee's compliance with its obligations pursuant to this Renewal License.

ARTICLE 14
EMPLOYMENT

SECTION 14.1 - EQUAL EMPLOYMENT OPPORTUNITY

The Licensee shall be an Equal Opportunity Employer adhering to all federal, State laws and regulations.

SECTION 14.2 - NON-DISCRIMINATION

The Licensee shall adhere to all federal and State laws prohibiting discrimination in employment practices.

ARTICLE 15 MISCELLANEOUS PROVISIONS

SECTION 15.1 - ENTIRE AGREEMENT

This instrument contains the entire agreement between the parties, supersedes all prior agreements or proposals except as specifically incorporated herein, and cannot be changed orally but only by an instrument in writing executed by the parties.

SECTION 15.2 - CAPTIONS

The captions to sections throughout the Renewal License are intended solely to facilitate reading and reference to the sections and provisions of the Renewal License. Such captions shall not affect the meaning or interpretation of the Renewal License.

SECTION 15.3 - SEPARABILITY

If any section, sentence, paragraph, term or provision of the Renewal License is determined to be illegal, invalid or unconstitutional, by any court of competent jurisdiction or by any State or federal regulatory agency having jurisdiction thereof, such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision hereof, all of which shall remain in full force and effect for the term of the Renewal License.

SECTION 15.4 - ACTS OR OMISSIONS OF AFFILIATES

During the term of the Renewal License, the Licensee shall be liable for the acts or omission of its Affiliates while such Affiliates are involved directly or indirectly in the construction, upgrade, installation, maintenance or operation of the Cable System as if the acts or omissions of such Affiliates were the acts or omissions of the Licensee.

SECTION 15.5 - RENEWAL LICENSE EXHIBITS

The Exhibits to the Renewal License, attached hereto, and all portions thereof, are incorporated herein by the reference and expressly made a part of the Renewal License.

SECTION 15.6 - WARRANTIES

The Licensee warrants, represents and acknowledges that, as of the Execution Date of the Renewal License:

- (i) The Licensee is duly organized, validly existing and in good standing under the laws of the State;
- (ii) The Licensee has the requisite power and authority under applicable law and its by-laws and articles of incorporation and/or other organizational documents, is authorized by resolutions of its Board of Directors or other governing body, and has secured all consents which are required to be obtained as of the Execution Date of the Renewal License, to enter into and legally bind the Licensee to the Renewal License and to take all actions necessary to perform all of its obligations pursuant to the Renewal License;
- (iii) The Renewal License is enforceable against the Licensee in accordance with the provisions herein, subject to applicable State and federal law;
- (iv) There is no action or proceedings pending or threatened against the Licensee which would interfere with its performance of the Renewal License;
- (v) Pursuant to Section 625(f) of the Cable Act, the performance of all terms and conditions in the Renewal License is commercially practicable.

SECTION 15.7 - FORCE MAJEURE

If by reason of Force Majeure either party is unable in whole or in part to carry out its obligations hereunder, said party shall not be deemed in violation or default during the continuance of such inability. The term "Force Majeure" as used herein shall mean the following: acts of God; acts of public enemies; orders of any kind of the government of the United States of America or of the State or any of their departments, agencies, political subdivision, or officials, or any civil or military authority; insurrections; riots; epidemics; landslides; lightening; earthquakes; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts; civil disturbances; explosions; strikes; and unavailability of essential equipment, services and/or materials and/or other matters beyond the control of the Licensee.

SECTION 15.8 - SUBSCRIBER TELEVISION SETS

The Licensee shall not engage directly or indirectly in the business of selling or repairing television or radio sets; provided, however, that the Licensee may make adjustments to television sets in the course of normal maintenance or installation.

SECTION 15.9 - APPLICABILITY OF RENEWAL LICENSE

All of the provisions in the Renewal License shall apply to the Town, the Licensee, and their respective successors and assignees.

SECTION 15.10- NO THIRD PARTY BENEFICIARY

Nothing in this Renewal Franchise is intended to confer third-party beneficiary status on any member of the public or Person not a party to this Renewal License to enforce the terms of this Renewal Franchise.

SECTION 15.11 - NOTICES

(a) Every notice to be served upon the Issuing Authority shall be delivered, or sent by certified mail (postage prepaid) to:

Board of Selectmen
Town of Ware
Town Hall
63 Main Street
Ware, Massachusetts 01360

with one (1) copy to the Town Counsel, and one (1) copy to the Cable Advisory Committee at the Ware Town Hall, or such other address as the Issuing Authority may specify in writing to the Licensee. The delivery shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of mailing.

(b) Every notice served upon the Licensee shall be delivered or sent by certified mail (postage prepaid) to:

Comcast Cable Communications, Inc.
Attn: Government & Community Relations
3303 Main Street,
Springfield, MA 01103

with copies to:

Comcast Cable Communications, Inc.
Attn: Regional Vice President, Government Relations
222 New Park Drive
Berlin, CT 06037

Comcast Cable Communications, Inc.
Attn: Vice President, Government Relations
676 Island Pond Road
Manchester, NH 03109

Comcast Cable Communications
Attn: Government Affairs
One Comcast Center
Philadelphia, PA 19103

or such other address as the Licensee may specify in writing to the Issuing Authority. The delivery shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of mailing.

(c) Whenever Issuing Authority notice of any public hearing relating to the Cable System is required by law, regulation or the Renewal License, the Issuing Authority shall publish notice of the same, sufficient to identify its time, place and purpose, in a Ware newspaper of general circulation subject to and in accordance with applicable law and regulations

SECTION 15.12 - NO RECOURSE AGAINST THE ISSUING AUTHORITY

In accordance with Section 635A(a) of the Cable Act, the Licensee shall have no recourse whatsoever against the Issuing Authority, the Town and/or its officials, boards, commissions, committees, advisors, designees, agents, and/or its employees other than injunctive relief or declaratory relief, arising out of any provision or requirements of the Renewal License or because of enforcement of the Renewal License.

SECTION 15.13 - TOWN'S RIGHT OF INTERVENTION

The Town hereby reserves to itself, and the Licensee acknowledges the Town's right as authorized by applicable law or regulation, to intervene in any suit, action or proceeding involving the Renewal License, or any provision in the Renewal License.

SECTION 15.14 - TERM

All obligations of the Licensee and the Issuing Authority set forth in the Renewal License shall commence upon the execution of the Renewal License and shall continue for the term of the Renewal License except as expressly provided for otherwise herein.

EXHIBIT 1
207 CMR 10.00
(subject to amendment)

BILLING AND TERMINATION OF SERVICE

10.01: Billing Practices Notice

- (1) Every cable television operator shall give written notice of its billing practices to potential subscribers before a subscription agreement is reached. Such notice shall include practices relating to the frequency and timing of bills, payment requirements necessary to avoid account delinquency, billing dispute resolution procedures and late payment penalties.
- (2) A copy of the cable television operator's billing practices notice, work order and sample subscriber bill shall be filed by March 15th of each year with the Commission, the issuing authority, and the company's local office, where they shall be available for public inspection. If an operator amends its billing practices notice, work order or subscriber bill after submitting the annual filing, it shall file copies of the amendments with the Commission, the issuing authority and the company's local office.
- (3) At least 30 days prior to implementing a change of one of its billing practices, the cable television operator shall notify in writing the Commission, the issuing authority and all affected subscribers of the change and include a description of the changed practice.
- (4) Statements about billing practices in work orders, marketing, materials and other documents shall be consistent with the billing practices notice.

10.02: Services, Rates and Charges Notice

- (1) The cable television operator shall give notice of its services, rates and charges to potential subscribers before a subscription agreement is reached.
- (2) At least 30 days prior to implementing an increase in one of its rates or charges or a substantial change in the number or type of programming services, the operator shall notify, in writing, the Commission, the issuing authority and all affected subscribers of the change and include a description of the increased rate or charge. The notice shall list the old and new rate or charge and, if applicable, the old and new programming services provided.
- (3) Every cable television operator shall fully disclose in writing all of its programming services and rates, upon request from a subscriber.
- (4) Every cable television operator shall fully disclose in writing all of its charges for installation, disconnection, downgrades and upgrades, reconnection, additional outlets, and rental, purchase and/or replacement due to damage or theft of equipment or devices used in relation to cable services, upon request from a subscriber.
- (5) Every cable television operator shall provide written notice of the charge, if any, for service visits and under what circumstances such charge will be imposed, upon request from a subscriber.
- (6) A copy of the cable operator's programming services, rates and charges shall be filed by March 15th of each year with the Commission, the issuing authority and the company's local office where it shall be made available for public inspection. If an operator amends its notice after the annual filing, it shall file a copy of the amendment with the Commission, the issuing authority and the company's local office.
- (7) A cable operator shall not charge a subscriber for any service or equipment that the subscriber has not affirmatively requested by name. This provision, however, shall not preclude the addition or deletion of a specific program from a service offering, the addition or deletion of specific channels from an existing tier of service, or the restructuring or division of existing tiers of service that do not result in a fundamental change in the nature of an existing service or tier of service.

10.03: Form of Bill

- (1) The bill shall contain the following information in clear, concise and understandable language and format:
 - (a) the name, local address and telephone number of the cable television operator. The telephone number shall be displayed in a conspicuous location on the bill and shall be accompanied by a statement that the subscriber may call this number with any questions or Complaints about the bill or to obtain a description of the subscriber's rights under 207 CMR 10.07 in the event of a billing dispute;
 - (b) the period of time over which each chargeable service is billed including prorated periods as a result of establishment and termination of service;
 - (c) the dates on which individually chargeable services were rendered or any applicable credits were applied;

- (d) separate itemization of each rate or charge levied or credit applied, including, but not be limited to, basic, premium service and equipment charges, as well as any unit, pay-per-view or per item charges;
- (e) the amount of the bill for the current billing period, separate from any prior balance due;
- (f) the date on which payment is due from the subscriber.
- (2) Cable operators may identify as a separate line item of each regular subscriber bill the following:
 - (a) The amount of the total bill assessed as a franchise fee and the identity of the franchising authority to whom the fee is paid;
 - (b) The amount of the total bill assessed to satisfy any requirements imposed on the cable operator by the franchise agreement to support public, educational, or governmental channels or the use of such channels;
 - (c) The amount of any other fee, tax, assessment, or charge of any kind imposed by any governmental authority on the transaction between the operator and the subscriber. In order for a governmental fee or assessment to be separately identified under 207 CMR 10.03, it must be directly imposed by a governmental body on a transaction between a subscriber and an operator.
- (3) All itemized costs shall be direct and verifiable. Each cable operator shall maintain a document in its public file which shall be available upon request, that provides the accounting justification for all itemized costs appearing on the bill.

10.04: Advance Billing and Issuance of Bill

- (1) In the absence of a license provision further limiting the period of advance billing, a cable operator may, under uniform nondiscriminatory terms and conditions, require payment not more than two months prior to the last day of a service period.
- (2) A cable subscriber may voluntarily offer and a cable operator may accept advance payments for periods greater than two months.
- (3) Upon request, a cable television operator shall provide subscribers with a written statement of account for each billing period and a final bill at the time of disconnection.

10.05: Billing Due Dates, Delinquency, Late Charges and Termination of Service

- (1) Subscriber payment is due on the due date marked on the bill, which shall be a date certain and in no case a statement that the bill is due upon receipt. The due date shall not be less than five business days following the mailing date of the bill.
- (2) A subscriber account shall not be considered delinquent unless payment has not been received by the company at least 30 days after the bill due date.
- (3) The following provisions shall apply to the imposition of late charges on subscribers:
 - (a) A cable television operator shall not impose a late charge on a subscriber unless a subscriber is delinquent, the operator has given the subscriber a written late charge notice in a clear and conspicuous manner, and the subscriber has been given at least eight business days from the date of delinquency to pay the balance due.
 - (b) A charge of not more than 5 percent of the balance due may be imposed as a one-time late charge.
 - (c) No late charge may be assessed on the amount of a bill in dispute.
- (4) A cable television operator shall not terminate a subscriber's service unless the subscriber is delinquent, the cable operator has given the subscriber a separate written notice of termination in a clear and conspicuous manner, and the subscriber has been given at least eight business days from the mailing of the notice of termination to pay the balance due. A notice of termination shall not be mailed to subscribers until after the date of delinquency.
- (5) A cable television operator shall not assess a late charge on a bill or discontinue a subscriber's cable television service solely because of the nonpayment of the disputed portion of a bill during the period established by 207 CMR 10.07 for registration of a Complaint with the operator or during the process of a dispute resolution mechanism recognized under 207 CMR 10.07.
- (6) Any charge for returned checks shall be reasonably related to the costs incurred by the cable company in processing such checks.

10.06: Charges for Disconnection or Downgrading of Service

- (1) A cable television operator may impose a charge reasonably related to the cost incurred for a downgrade of service, except that no such charge may be imposed when:
 - (a) A subscriber requests total disconnection from cable service; or
 - (b) A subscriber requests the downgrade within the 30 day period following the notice of a rate increase or a substantial change in the number or type of programming services relative to the service (s) in question.

- (2) If a subscriber requests disconnection from cable television service prior to the effective date of an increase in rates, the subscriber shall not be charged the increased rate if the cable television operator fails to disconnect service prior to the effective date. Any subscriber who has paid in advance for the next billing period and who requests disconnection from service shall receive a prorated refund of any amounts paid in advance.

10.07: Billing Disputes

- (1) Every cable television operator shall establish procedures for prompt investigation of any billing dispute registered by a subscriber. The procedure shall provide at least 30 days from the due date of the bill for the subscriber to register a Complaint. The cable television operator shall notify the subscriber of the result of its investigation and give an explanation for its decision within 30 working days of receipt of the Complaint.
- (2) The subscriber shall forfeit any rights under 207 CMR 10.07 if he or she fails to pay the undisputed balance within 30 days.
- (3) Any subscriber in disagreement with the results of the cable television operator's investigation shall promptly inquire about and take advantage of any Complaint resolution mechanism, formal or informal, available under the license or through the issuing authority before the Commission may accept a petition filed under 207 CMR 10.07(4).
- (4) The subscriber or the cable television operator may petition the Commission to resolve disputed matters within 30 days of any final action. Final action under 207 CMR 10.07(3) shall be deemed to have occurred 30 days after the filing of a Complaint.
- (5) Upon receipt of a petition, the Commission may proceed to resolve the dispute if all parties agree to submit the dispute to the Commission and be bound by the Commission's decision and the Commission obtains a statement signed by the parties indicating that agreement. In resolving the dispute, the Commission may receive either written or oral statements from the parties, and may conduct its own investigation. The Commission shall then issue a decision based on the record and the parties shall receive written notification of the decision and a statement of reasons therefor.

10.08: Security Deposits

- (1) A cable operator shall not require from any cable subscriber a security deposit for converters or other equipment in excess of the cost of the equipment.
- (2) The cable operator shall pay interest to the cable subscriber at a rate of 7% per year for any deposit held for six months or more, and such interest shall accrue from the date the deposit is made by the cable subscriber. Interest shall be paid annually by the cable operator to the cable subscriber, either as a direct payment or as a credit to the cable subscriber's account.
- (3) Within 30 days after the return of the converter or other equipment, the cable operator shall return the security deposit plus any accrued interest to the cable subscriber, either as a direct payment or as a credit to the cable subscriber's account.

EXHIBIT 2
FCC CUSTOMER SERVICE OBLIGATIONS
(subject to amendment)

TITLE 47--TELECOMMUNICATION
CHAPTER I--FEDERAL COMMUNICATIONS COMMISSION

PART 76--CABLE TELEVISION SERVICE

Subpart H--General Operating Requirements

Sec. 76.309 Customer Service Obligations

- (a) A cable franchise authority may enforce the customer service standards set forth in paragraph (c) of this section against cable operators. The franchise authority must provide affected cable operators ninety (90) days written notice of its intent to enforce the standards.
- (b) Nothing in this rule should be construed to prevent or prohibit:
- (1) A franchising authority and a cable operator from agreeing to customer service requirements that exceed the standards set forth in paragraph (c) of this section;
 - (2) A franchising authority from enforcing, through the end of the franchise term, pre-existing customer service requirements that exceed the standards set forth in paragraph (c) of this section and are contained in current franchise agreements;
 - (3) Any State or any franchising authority from enacting or enforcing any consumer protection law, to the extent not specifically preempted herein; or
 - (4) The establishment or enforcement of any State or municipal law or regulation concerning customer service that imposes customer service requirements that exceed, or address matters not addressed by the standards set forth in paragraph (c) of this section.
- (c) Effective July 1, 1993, a cable operator shall be subject to the following customer service standards:
- (1) Cable system office hours and telephone availability--
 - (i) The cable operator will maintain a local, toll-free or collect call telephone access line which will be available to its subscribers 24 hours a day, seven days a week.
 - (A) Trained company representatives will be available to respond to customer telephone inquiries during normal business hours.
 - (B) After normal business hours, the access line may be answered by a service or an automated response system, including an answering machine. Inquiries received after normal business hours must be responded to by a trained company representative on the next business day.
 - (ii) Under normal operating conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety (90) percent of the time under normal operating conditions, measured on a quarterly basis.
 - (iii) The operator will not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless an historical record of Complaints indicates a clear failure to comply.
 - (iv) Under normal operating conditions, the customer will receive a busy signal less than three (3) percent of the time.
 - (v) Customer service center and bill payment locations will be open at least during normal business hours and will be conveniently located.
 - (2) Installations, outages and service calls. Under normal operating conditions, each of the following four standards will be met no less than ninety five (95) percent of the time measured on a quarterly basis:
 - (i) Standard installations will be performed within seven (7) business days after an order has been placed. "Standard" installations are those that are located up to 125 feet from the existing distribution system.
 - (ii) Excluding conditions beyond the control of the operator, the cable operator will begin working on "service interruptions" promptly and in no event later than 24 hours after the interruption becomes known. The cable operator must begin actions to correct other service problems the next business day after notification of the service problem.
 - (iii) The "appointment window" alternatives for installations, service calls, and other installation activities will be either a specific time or, at maximum, a four-hour time block during normal business hours. (The operator may schedule service calls and other installation activities outside of normal business hours for the

express convenience of the customer.)

(iv) An operator may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment.

(v) If a cable operator representative is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer will be contacted. The appointment will be rescheduled, as necessary, at a time which is convenient for the customer.

(3) Communications between cable operators and cable subscribers--

(i) Notifications to subscribers--

(A) The cable operator shall provide written information on each of the following areas at the time of installation of service, at least annually to all subscribers, and at any time upon request:

(1) Products and services offered;

(2) Prices and options for programming services and conditions of subscription to programming and other services;

(3) Installation and service maintenance policies;

(4) Instructions on how to use the cable service;

(5) Channel positions programming carried on the system; and,

(6) Billing and Complaint procedures, including the address and telephone number of the local franchise authority's cable office.

(B) Customers will be notified of any changes in rates, programming services or channel positions as soon as possible in writing. Notice must be given to subscribers a minimum of thirty (30) days in advance of such changes if the change is within the control of the cable operator. In addition, the cable operator shall notify subscribers thirty (30) days in advance of any significant changes in the other information required by paragraph (c)(3)(i)(A) of this section. Notwithstanding any other provision of Part 76, a cable operator shall not be required to provide prior notice of any rate change that is the result of a regulatory fee, franchise fee, or any other fee, tax, assessment, or charge of any kind imposed by any Federal agency, State, or franchising authority on the transaction between the operator and the subscriber.

(ii) Billing--

(A) Bills will be clear, concise and understandable. Bills must be fully itemized, with itemizations including, but not limited to, basic and premium service charges and equipment charges. Bills will also clearly delineate all activity during the billing period, including optional charges, rebates and credits.

(B) In case of a billing dispute, the cable operator must respond to a written Complaint from a subscriber within 30 days.

(iii) Refunds--Refund checks will be issued promptly, but no later than either--

(A) The customer's next billing cycle following resolution of the request or thirty (30) days, whichever is earlier, or

(B) The return of the equipment supplied by the cable operator if service is terminated.

(iv) Credits--Credits for service will be issued no later than the customer's next billing cycle following the determination that a credit is warranted.

(4) Definitions--

(i) Normal business hours--The term "normal business hours" means those hours during which most similar businesses in the community are open to serve customers. In all cases, "normal business hours" must include some evening hours at least one night per week and/or some weekend hours.

(ii) Normal operating conditions--The term "normal operating conditions" means those service conditions which are within the control of the cable operator. Those conditions which are not within the control of the cable operator include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of the cable operator include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the cable system.

(iii) Service interruption--The term "service interruption" means the loss of picture or sound on one or more cable channels.

Ware Cable Television Renewal License
Term: 02/01/2014 – 01/31/2024 (10 Years)

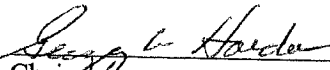
EXHIBIT 3
CABLE DIVISION FORM 500

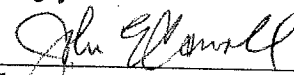
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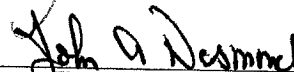
SIGNATURE PAGE

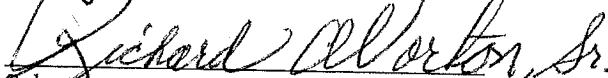
In Witness Whereof, this Renewal Cable Television License is hereby issued by the Board of Selectmen of the Town of Ware, Massachusetts, as Issuing Authority, and all terms and conditions are hereby agreed to by Comcast of Massachusetts/Virginia, Inc.

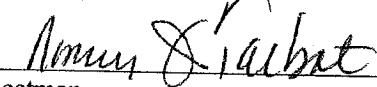
**The Ware Board of Selectmen,
as Issuing Authority**


Chairperson


Selectman

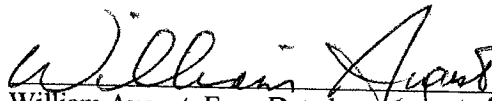

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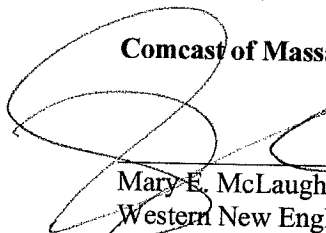

Selectman

DATED: January 7, 2014

Approved as to form by Town cable counsel:


William August, Esq.; Dated: 1-9-14

Comcast of Massachusetts/Virginia, Inc.


Mary E. McLaughlin, Senior Vice President
Western New England Region

DATED: 1/13, 2014